

**UNIVERSITY OF CALIFORNIA
LOS ALAMOS NATIONAL LABORATORY
NON-DISCLOSURE AGREEMENT
(UNILATERAL-OUT)**

This Agreement is between **(CompanyName)**, having an office at **(CompanyAddress)**, and The Regents of the University of California (University), operator of the Los Alamos National Laboratory under Contract No. W-7405-ENG-36 with the U.S. Department of Energy.

II. WHEREAS the University desires to disclose information, some of which may be information, as defined below, to **(CompanyName)** for the purpose of **(PURPOSE)**; and WHEREAS the University further desires to protect such information from unauthorized disclosure and use under the terms and conditions contained herein.

III. The parties agree as follows:

1. For the purposes of this Agreement, **Information** means all information which relates to **(PROPRIETARY INFORMATION DISCUSSIONS)** and which is disclosed hereunder by the University to **(CompanyName)** (the Recipient) for the purpose of **(PURPOSE)**; provided that, when disclosed, such **Information** is in written or other permanent form and is identified as such by the University by clear and conspicuous markings. Any **Information** disclosed in unwritten form shall be considered **Information** hereunder, but only to the extent it is identified as such at the time of original disclosure and thereafter summarized in writing with clear and conspicuous markings, and transmitted by the University to the Recipient within **fourteen (14) days** of the unwritten disclosure.

2. The Recipient shall preserve **Information** received from the University in confidence for a period of **three (3) years** from the date of disclosure. During this period, the Recipient shall not, directly or indirectly, use, exploit or disclose such **Information** to any third party without written authorization from the University. Further, Recipient may disclose **Information** received under this Agreement only to those of its employees, contractors, agents, affiliates, consultants and employees thereof who are U.S. citizens or Permanent Resident Aliens located within the United States and who need to know the **Information** for the purposes set out herein, and who, prior to such disclosure, indicate in writing their agreement to comply with the restricted use and non-disclosure provisions of this Agreement. This requirement is satisfied if the Recipient requires its employees to comply with these provisions by a written employment agreement. Additional restrictions agreed to by the parties must be made in writing signed by the parties and attached to this Agreement. The obligations of this paragraph shall be considered satisfied by the Recipient through the exercise of the same degree of care used to restrict disclosure and use of its own proprietary information of like importance.

3. **Information** received under this Agreement shall not be mechanically or electronically copied or otherwise reproduced by the Recipient without the written consent of the University, except for such copies as may be required for the purposes set out herein. All copies shall contain the same marking designations which appear on the original **Information**.

4. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. This Agreement shall expire **one (1) year** from the effective date set forth below unless terminated earlier. Termination or expiration of this Agreement for any reason shall not relieve the Recipient of any obligation to preserve **Information** received prior to termination or expiration, pursuant to Paragraph 2, and all such obligations shall continue until expiration of the period set forth in Paragraph 2.

5. This Agreement shall not restrict disclosure or use of **Information** that is:

- a. known to the Recipient without restriction as to further disclosure prior to its disclosure by the University and such prior knowledge can be established, or thereafter is developed independently by the Recipient without any use of **Information**; or
- b. obtained without restriction as to further disclosure from a lawful source other than the University through no breach of confidence by such source; or
- c. in the public domain when received, or thereafter enters the public domain through no fault of the Recipient; or
- d. disclosed by the University to a third party, including the United States Government, without restriction as to further disclosure. «**CompanyName**» agrees that University's disclosure of **Information** to employees of the United States Government, those employees being subject to 18 U.S.C. 1905, is not subject to this Paragraph.

6. **Information** shall remain the property of the University. Neither this Agreement nor the disclosure of **Information** hereunder shall be construed as granting any right or license express or implied under any inventions, patents, or copyrights now or hereafter owned or controlled by the University .

7. **Information**, and other technical information, transmitted between the parties under this Agreement shall be addressed as set forth below, or as otherwise designated by written notice from either party to the other:

Company Name	University of California
Company Address	Los Alamos National Laboratory
City, State, Zip Code	P. O. Box 166e, Group, MS
Attn: Technical Contact	Los Alamos, NM 87545
Telephone:	Attn: Technical Contact
Fax:	Telephone:
	Fax:

Other communications relating to the administration of this Agreement shall be addressed as follows:

Company Name	University of California
Company Address	Los Alamos National Laboratory
City, State, Zip Code	P. O. Box 1663, Group, MS
Attn: Administrative Contact	Los Alamos, NM 87545
Telephone:	Attn: Administrative Contact
Fax:	Telephone:
	Fax:

8. Upon expiration or early termination of this Agreement, the Recipient shall cease use of **Information** received from the University and shall, upon written request, utilize its best efforts to destroy all such **Information**, including copies thereof, then in its possession or control. Alternatively, at the written request of the University, the Recipient shall return all such **Information**, including copies thereof, to the University. Notwithstanding the other provisions of this paragraph, Recipient may retain one copy of such **Information**, but only for archival purposes.

9. Each party shall bear all costs and expenses incurred by it under or in connection with this Agreement. Nothing in this Agreement shall be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship.

10. The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with **Information** when received.

11. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of **Information**. This Agreement shall not be amended except by further written agreement executed by the duly authorized representatives of the parties.

12. The Recipient and their employees, contractors, agents, consultants and employees thereof shall not use or disclose any **Information** or any other information disclosed hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to the Export Administration Regulations of the U.S. Department of Commerce.

13. This Agreement shall not constitute any representation, warranty or guarantee to the Recipient by the University with respect to non-infringement of patents or other rights of any other party.

14. The University shall not be liable to the Recipient for any other error or omissions in the **Information** disclosed by it under this Agreement nor for the use or the results of the use of the **Information** by the Recipient.

15. Each party represents that it is not now a party to, and shall not enter into any agreement in conflict with this Agreement.

16. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.

17. This Agreement shall be effective as of the date of the last signature below.

18. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.

IV. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

CompanyName

**The Regents of the University of California
Los Alamos National Laboratory**

by _____

Signature Authority Name

Title:

Date _____

by _____

Signature Authority Name

Title:

Date _____